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ATTORNEY DOCKET NO. ANTA-P004/ICO105

**IN THE  
UNITED STATES PATENT & TRADEMARK OFFICE**

Applicant: Achler

Examiner: Ahmed, Salman

Application No. 10/026,679

Group No. 2666

Filed: 12/17/2001

Confirmation No. 7042

Title: INTERFACE CIRCUITS FOR MODULARIZED  
DATA OPTIMIZATION ENGINES AND METHODS  
THEREFOR**Certificate of Facsimile Transmission**I hereby certify that this paper or fee is being transmitted to the U.S. Patent  
Office on September 30, 2005 via facsimile transmission to fax number 571-  
273-8300. Total transmission: 18 pages (inclusive).Signed: /Alma Fazlic/  
Alma Fazlic**TERMINAL DISCLAIMER**

Dear Sir:

The owner SuperGate Technology USA, Inc., of 100% interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 and 173, as presently shortened by any terminal disclaimer, of co-pending Application No. 10/026,368. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent or patent application are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns. In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent associated with co-pending Application n. 10/026,368, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the organization. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

/Joseph A. Nguyen/ (Reg. No. 37,899)

Joseph A. Nguyen, Esq.

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## ASSIGNMENT OF PATENT APPLICATION

Whereas Syskey International is currently the assignee of record at the U.S. Patent Office for a Patent Application Serial No. 10/026,679, filed December 17, 2001, and entitled:

INTERFACE CIRCUITS FOR MODULARIZED DATA OPTIMIZATION  
ENGINES AND METHODS THEREFOR

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Syskey hereby:

- 1) Sell(s), assign(s) and transfer(s) to Supergate Technology USA, Inc., a California corporation having a place of business at 1600 Dell Avenue, Campbell, California 95008 (hereinafter referred to as "ASSIGNEE"), the entire right title and interest in any and all improvements and inventions disclosed in, application(s) based upon, and Patent(s) (including foreign patents) granted upon the information which is disclosed in the above referenced application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from said application or any division(s), continuation(s), continuation-in-part(s), substitutes(s) or reissue(s) thereof to the ASSIGNEE.
- 3) Agree to execute all papers and documents and, entirely at the ASSIGNEE's expense, perform any acts which are reasonably necessary in connection with the prosecution of said application, as well as any derivative and applications thereof, foreign applications based thereon, and/or the enforcement of patents resulting from such applications.
- 4) Agree that the terms, covenants and conditions of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon the inventor(s), as well as the inventor's heirs, legal representatives and assigns.
- 5) Warrant and represent that I/we have not entered, and will not enter into any assignment, contract, or understanding that conflicts with this assignment.

Signed on the date(s) indicated beside my (our) signature(s).

1) Date: 3/18/05Signature: 

Shinji Kichise  
President  
Syskey International

Attny Docket No. ANTAP004/IC0105  
Application No. 10/026,679